

REMARKS

Claims 1-57 are pending in this application. Claims 1 and 18 are amended herein.

Claims 1, 28 and 57 are independent.

Formal Figures are submitted herewith to address the objection to the drawings.

Claims 1-7 stand rejected under 35 USC §101 (the rejection is respectfully traversed).

The originally presented claims include receiving an instruction via a network and directing at least one network communication. Accordingly, it is respectfully submitted that claims 1-7 meet the mandates of 35 USC §101, and fall within the technological arts.

However, to avoid unnecessarily prolonging prosecution in this case, claim 1 is amended to recite that at least one of the receiving, directing and storing is performed by a computer.

Accordingly, it is respectfully requested that the rejection be reconsidered and withdrawn.

Claim 18 is objected to.

Claim 18 is amended as suggested by the Examiner, to correct the inadvertent editorial error.

Claims 1-7, 11, 23, 25, 27-35, 40, 52, 54, 56 and 57 stand rejected under 35 USC §102(e), as anticipated by Randle, et al. (U.S. Patent No. 6,594,647 B1). Claims 8, 16, 19, 24, 36, 45, 48 and 53 stand rejected under 35 USC §103(a), as obvious over Randle. Claims 9-10, 12-13, 26, 37-39, 41-42, 49 and 55 stand rejected under 35 USC §103(a), as obvious over Randle, in view of Tozzoli (U.S. Patent No. 6,151,588).

Claims 14-15, 17-18, 20-22, 43-44, 46-47, and 49-51, stand rejected under 35 USC §103(a), as obvious over Randle, in view of Junger (U.S. Patent No. 6,085,172). The rejections are respectfully traversed.

It is first noted that the Examiner has not identified which of the entities described by Randle are contended to correspond to the entities recited in the present claims, or which communications disclosed by Randle, are contended to correspond to the communications recited in the present claims. Accordingly, the basis for the rejections is unclear.

The Examiner asserts that all features and limitations recited in independent claims 1, 28 and 57 are taught by Randle's disclosure in column 7, lines 31-65, column 4, lines 49-56, and column 3, lines 31-47. However, it appears that the relied upon sections lack any disclosure of various features and limitations explicitly recited in each of the independent claims.

For example, the Examiner points to column 7, lines 31-65, as disclosing "receiving an instruction from a purchaser, via a network, to affect an electronic escrow transaction associated with a sale, made via the network, of goods or services from a seller".

However, the reference disclosure in column 7, relates to a point of sale (not a network) purchase. Indeed, Randle states in the referenced text that "the customer swipes the card 7" clearly indicating that the purchase is made at a brick and mortar facility and not "via the network" over which the instruction from the purchaser is received.

The Examiner apparently relies on Randle's disclosure in column 7, lines 31-65, as teaching "directing at least one network communication with each of the purchaser,

the seller, and at least one financial institution in effecting the electronic escrow transaction”, as required by independent claim 1.

However, the referenced text in column 7, describes only communications with the merchant’s financial service provider, the ECTS, merchant’s bank, and the customer’s bank. Hence, the relied upon disclosure fails to teach the directing of any communication with the purchaser or seller, and furthermore fails to in anyway suggest communications with any financial institution in affecting an electronic escrow transaction.

The Examiner apparently relies on Randle’s disclosure in column 4, lines 49-56, as teaching the storing of a log of each communication, including the original instruction from the purchaser to affect an electronic escrow transaction, associated with the electronic escrow transaction.

However, the referenced text simply teaches that the ECTS functions as a record archive, but lacks any disclosure as to what information may be archived, and certainly lacks any disclosure of a log of communications including a purchaser instruction associated with an electronic escrow transaction.

Accordingly, it is respectfully submitted that independent claim 1 and its dependencies (i.e., claims 2-27), patentably distinguish over the applied art. It is therefore respectfully requested that the rejection of these claims be reconsidered and withdrawn.

It is further respectfully submitted that for reasons which are believed to be clear from the above, Randle also lacks the processor and memory required by independent claim 28, and the receipt of an instruction, directing of at least one network communication, and storing of a log as required by independent claim 57. Accordingly,

it is further respectfully submitted that independent claim 28 and its dependencies (i.e., claims 29-56) and independent claim 57, also patentably distinguish over the applied prior art. Therefore, it is respectfully requested that the rejection of these claims also be reconsidered and withdrawn.

Other features recited in the dependent claims are also believed to further and independently distinguish over the applied prior art.

For example, in rejecting claim 3, the Examiner relies on Randle's disclosure in column 8, lines 41-51, as teaching initiating a debit from an account associated with a processing agent, and storing an indication of the initiation of the debit from the processing agent account, as required by claim 3.

However, the referenced text explicitly teaches "ECTS1 debits the customer's account at the customer's bank 2, step 57a, and credits the merchant's account at the merchant's bank 4, step 57b". Thus as disclosed, Randle transfers funds directly from the customer's bank account to the merchant's bank account, and hence has no need for an intermediary, such as a processing agent, or the debiting of an account associated with the processing agent.

In rejecting claim 4, the Examiner again relies on Randle's disclosure in column 8, lines 41-51, as disclosing "initiating a credit to an account associated with the seller; and storing an indication of the initiation of the credit to the seller account; wherein the credit to the seller account is a corresponding credit to the debit from the processing agent account".

However, as discussed above, Randle does not, and has no need to credit a merchant account with funds from a processing agent account, and thus lacks any disclosures of such limitations. Furthermore, while Randle does disclose storing an

indication of the credit having been made to the seller account, claim 4 requires that the stored indication be of the initiation of the credit, rather than the completion of the credit, as disclosed by Randle. Hence, Randle also lacks the storing required by claim 4.

In rejecting claim 5, the Examiner relies on Randle's disclosure in column 9, lines 1-16, as teaching "transmitting a notice, via the network, to the seller that the funds from an account associated with the purchaser are available, and that the seller should ship the goods to, or provide the service for, the purchaser; and storing an indication that the notice has been transmitted to the seller".

However, while Randle discloses that authorization information is routed back to the merchant, the relied upon text lacks any teaching or suggestion that an indication of the authorization being sent is stored. Rather, all that appears to be disclosed by Randle is that "the transaction is recorded at the ECTS1 for net settlement, step 68".

The Examiner relies on the same disclosure in column 9, as teaching that "the notice is transmitted after at least one of (i) a predetermined period, beginning at initiation of a debit to an account associated with a purchaser, has lapsed or (ii) funds from the purchaser account are credited to an account associated with a service provider".

However, at discussed above, Randle lacks any teaching of the crediting from a purchaser account to an account associated with a service provider. Furthermore, the relied upon disclosure lacks any suggestion that Randle transmits the authorization to the merchant after a predetermined period, let alone a predetermined period that begins at the initiation of a debit to a purchaser account has lapsed.

The Examiner also relies on the same disclosure in column 9, as teaching the limitations of claim 7.

However, the referenced text lacks any disclosure relating to notices of shipment or service performance storing indications of such a notice, transmitting a notice to a purchaser of shipment or performance, storing an indication of the transmission of such a notice, or receiving a notice of shipment or service performance, from either a shipping agent or seller. Hence, the relevance of the relied upon disclosure with respect to claim 7, is not understood.

While the Examiner takes Official Notice that including a delivery tracking number in a notice associated with goods being shipped is common, and on this basis rejects claim 8, as discussed above, Randle fails to disclose numerous features and limitations required in claim 7, from which claim 8 depends, and the deficiencies in Randle are not cured by the Official Notice relating to a delivery tracking number.

Furthermore, although delivery tracking numbers are now quire ubiquitous, the Examiner is respectfully requested to identify and apply art, which is prior art to present application, that makes clear that the inclusion of such delivery tracking numbers in notices existed prior to the filing of the present application.

The Examiner points to column 17, lines 5-30, of Tozzoli as suggesting the modification of Randle, to include “receiving, via the network, a notice of one of (i) the goods having been received from the seller and being acceptable, or (ii) the services having been acceptably performed by the seller; and storing an indication that the notice has been received; wherein the notice is received from at least one of (i) the seller, (ii) a shipping agent, or (iii) the purchaser”, as required by claim 9.

However, the relied upon disclosure of Tozzoli, lacks any teaching of a notice of goods having been received from the seller and being acceptable, or services having been acceptably performed by the seller, from either a seller, shipping agent or the

purchaser, as required by claim 9.

The Examiner relies on this same disclosure within Tozzoli, as disclosing “initiating a credit to an account associated with the seller; and storing an indication of the initiation of the credit to the seller account; wherein the credit to the seller account is initiated subsequent to receiving the notice”, as required by claim 10. However, it is unclear what text within the relied upon disclosure is contended to describe these features and limitations.

The Examiner again points to Randle’s disclosure in column 9, lines 1-16, as teaching the limitations of claim 11.

However, it remains unclear what disclosure within the relied upon text the Examiner contends to teach each of the recited features and limitations of claim 11.

The Examiner points to column 8, lines 58-67 of Junger, as suggesting the modification of Randle to receive “a notice to reverse a debit to an account associated with the purchaser”, as required by claim 14.

However, the relied upon disclosure relates to a credit issued by a manufacturer to a return center (not to a purchaser account). Furthermore, it is entirely unclear how a credit issued by a manufacturer that had never debited the consumer’s account could possibly be construed as a reversal of a debit to the purchaser’s account.

The Examiner points to Junger’s disclosure in column 4, lines 7-20, and column 5, lines 5-50, as suggesting the modification of Randle to meet the limitations of claim 15.

However, other than a single request for preauthorization, the relied upon disclosure lacks any suggestion of notices of return shipments or the storage thereof. Accordingly, the basis for the rejection is not understood.

It is noted that claim 16 is based solely on Randle, whereas its parent claim (claim 15) is rejected on the basis of Randle and Junger. Accordingly, it is assumed that the Examiner intended to reject claim 16 on the basis of the Randle combination with Junger.

In any event, as discussed above, the Examiner is requested to cite and apply prior art in support of the Official Notice taken in support of the rejection of claim 16.

The Examiner relies on Junger's disclosure in column 6, line 58, through column 7, line 6, as suggesting a modification of Randle to meet the limitations of claim 17.

However, claim 17 relates to a notice that the goods have been received by the seller, whereas the referenced text in Junger relates to notification by the return center of a returned product that will ultimately be delivered to the manufacturer. Accordingly, the basis for the rejection is not understood.

The Examiner relies on Junger's disclosure in column 8, lines 58-67, as suggesting a modification of Randle to meet the limitations of claim 18.

However, the referenced text relates to credits being issued to a return center, not a purchaser, and thus, there is no suggestion of the features or limitations of claim 18, in the relied upon disclosure of Junger.

In rejecting claim 20, the Examiner relies on Junger's disclosure in column 17, lines 5-30, as suggesting a modification of Randle, to meet the claim limitations.

However, Junger does not include a column 17. It is believed that the Examiner had intended to reject claim 20 over Randle, in view of Tozzoli, relying on Tozzoli's disclosure in column 17, lines 5-30. However, even if this is the case, the referenced disclosure lacks any teaching or suggestion of an escrow account or the crediting and debiting of an escrow account. Indeed, as understood, Tozzoli teaches only direct

transfers between the buyer's account and the seller's account.

In rejecting claim 21, the Examiner relies on Junger's disclosure in column 7, lines 60-65, as suggesting the modification of Randle, such that "the credit to an escrow account is a corresponding credit to the debit from the purchaser account".

However, the referenced text in Junger relates to return authorizations and appears to be entirely unrelated to the debiting or crediting of an account. Accordingly, the basis for the rejection is not understood.

In rejecting claim 22, the Examiner relies on the same disclosure within Junger as suggesting the modification of Randle such that "the credit to the seller account is a corresponding credit to the debit from the escrow account".

However as discussed above, it does not appear that the referenced disclosure has any relation to the crediting and debiting of accounts, let alone an escrow account.

In rejecting claim 23, the Examiner relies upon Randle's disclosure, in column 9, lines 17-34, as teaching "receiving the instruction via a web page generated subsequent to the purchaser selecting a hyperlink presented to the purchaser by an Internet web site selling goods or services; wherein the web page presented to the purchaser includes details of the sale".

However, the relied upon text explicitly discloses that "the customer's inquiry, passes through the merchant company to the ECTSI, step 71 a". Hence, Randle would appear to explicitly disclose a protocol which does not require the Internet web site selling goods or services to present a hyper-link to the purchaser, or for an instruction to be received via a web page, or generated subsequent to a purchaser selecting such a hyperlink. Accordingly, the rejection is not understood.

In rejecting claim 24, the Examiner relies on Randle's disclosure in column 4,

lines 49-56, that records are archived, as somehow suggesting the storage of logged communications, including an indication of the date and time each communication is received or transmitted based on an Official Notice "that is [is] commonly known, that when electronic records are recorded, the time and date of communications is recorded".

While it is acknowledged that it is conventional to record the time and date on which electronic records are stored, the present claims relate to recording a time and date of communications, in a communications log (not the time and date of storage), and further requires a time and date of very particular types of communications to be stored. Accordingly, it is respectfully requested that the Examiner identify and apply prior art which supports the Official Notice, and that is properly combinable with Randle to support the rejection.

In rejecting claim 25, the Examiner contends that the required "retrieving any of the logged and stored communications" is taught by Randle in column 9, lines 17-48.

However, the relied upon text lacks any disclosure of retrieving stored communications, let alone logged and stored communications. Accordingly, the rejection is not understood.

In rejecting claim 26, the Examiner points to column 17, lines 5-40 of Tozzoli as suggesting the modification of Randle such that multiple notices of the delivery of goods are received and stored.

However, while Randle does indicate a preference that the system receive multiple notifications that the buyer has received the goods, there is no disclosure, either explicit or implicit, that an indication of the receipt of these notices is stored.

The Examiner relies on Randle's disclosure in column 7, lines 56-65, as teaching

the features and limitations of claim 27.

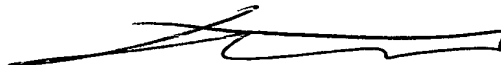
However, as discussed in column 7, lines 32-34, the system performs real time debiting. As discussed in column 7, lines 62-65, the debiting of the customer's account and crediting of the merchant's account are performed simultaneously. Accordingly, Randle lacks any teaching, or for that matter suggestion, of performing the crediting after either of the recited events.

In view of the foregoing, it is respectfully submitted that the application is in condition for allowance and an early indication of the same is courteously solicited. The Examiner is respectfully requested to contact the undersigned by telephone at the below listed local telephone number, in order to expedite resolution of any remaining issues and further to expedite passage of the application to issue, if any further comments, questions or suggestions arise in connection with the application.

To the extent necessary, Applicants petition for an extension of time under 37 CFR § 1.136. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to the Deposit Account No. 01 -2135 (Case No. 1158.41327X00) and please credit any excess fees to such Deposit Account.

Respectfully submitted,

ANTONELLI, TERRY, STOUT & KRAUS, LLP



Alfred A. Stadnicki
Registration No. 30,226

1300 North Seventeenth Street
Suite 1800
Arlington, VA 22209
Tel.: 703-312-6600
Fax.: 703-312-6666

AAS/slk